

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

BOARD OF TRUSTEES OF THE CONTRACT)
CLEANERS SERVICE EMPLOYEES PENSION PLAN,)

and)

THE CONTRACT CLEANERS SERVICE)
EMPLOYEES PENSION PLAN)

Plaintiffs,)

v.)

COLUMBIA MAINTENANCE COMPANY)

Defendant.)

Case No. 4:19-cv-898

Serve:

William W. Hausman
Registered Agent
2519 Woodson Road
St. Louis, MO 63114

COMPLAINT

INTRODUCTION

1. This is an action to collect a sum of withdrawal liability that Defendant Columbia Maintenance Company owes to Plaintiff Contract Cleaners Service Employees Pension Plan (hereinafter referred to as the “Pension Plan”). The action is brought pursuant to Sections 502(a)(3) and 4301(b) of the Employee Retirement Income Security Act as amended by the Multiemployer Pension Plan Amendments Act of 1980 (hereinafter “ERISA”), 29 U.S.C. §§ 1132(a)(3) and 1451(b).

JURISDICTION AND VENUE

2. The Court has jurisdiction of this action under the terms of Section 4301(c) of ERISA, 29 U.S.C. § 1451(c), and Section 502(e)(1) of ERISA, 29 U.S.C. § 1132(e)(1).

3. This Court has venue over this action pursuant to Section 4301(d) of ERISA, 29 U.S.C. § 1451(d), and Section 502(e)(2) of ERISA, 29 U.S.C. § 1132(e)(2), because the Defendant resides in this District.

PARTIES

4. The Pension Plan is a trust fund established and maintained pursuant to Section 302(c)(5) of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. § 186(c)(5). The Pension Plan is an employee benefit plan within the meaning of Sections 3(2) and 3(3) of ERISA, 29 U.S.C. § 1002(2) and (3), and is maintained for the purpose of providing retirement and related benefits to eligible participants. The Pension Plan is also a multiemployer pension plan within the meaning of Section 3(37) of ERISA, 29 U.S.C. § 1002(37).

5. The Board of Trustees of the Contract Cleaners Service Employees Pension Plan (hereinafter referred to as “Plaintiff Trustees”) are fiduciaries within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A).

6. Plaintiffs maintain their principal place of business at 5585 Pershing Avenue, Suite 170, St. Louis, Missouri 63112. The Pension Plan is administered at that location.

7. Plaintiffs bring this action on behalf of themselves and on behalf of the Pension Plan’s participants and beneficiaries pursuant to Sections 502 and 4301 of ERISA, 29 U.S.C. §§ 1132 and 1451.

8. At all times material hereto, Defendant Columbia Maintenance Company, (hereinafter referred to as “Columbia Maintenance”), was a corporation residing or doing

business in the State of Missouri, at 2519 Woodson Road, St. Louis, MO 63114, and is an employer in an industry affecting commerce within the meaning of Sections 3(5), 3(11) and 3(12) of ERISA, 29 U.S.C. § 1002(5), (11), and (12).

STATEMENT OF CLAIM

9. At all times material hereto, Columbia Maintenance was a participating employer in the Pension Plan and was obligated to make contributions to fund benefits for employees covered by the Pension Plan pursuant to a collective bargaining agreement, the Agreement and Declaration of Trust of the Pension Plan, and Section 515 of ERISA, 29 U.S.C. § 1145.

10. On or about December 6, 2018, the Pension Plan's actuary determined that Columbia Maintenance affected a partial withdrawal from the Pension Plan, within the meaning of Section 14.5 of the Pension Plan Document and Section 4205 of ERISA, 29 U.S.C. § 1385, during each the Plan Years ending December 31, 2012 through December 31, 2013 due to a 70-percent contribution decline in each of those Plan Years.

11. Because Columbia Maintenance affected a partial withdrawal from the Pension Plan, Columbia Maintenance is obligated to pay partial withdrawal liability as required by Section 14.1(a) of the Pension Plan Document and Section 4201(a) of ERISA, 29 U.S.C. § 1381(a).

12. On December 11, 2018, the Pension Plan sent a Notice and Demand for Payment of Partial Withdrawal Liability to Columbia Maintenance which included a calculation of Columbia Maintenance's partial withdrawal liability of \$115,390.00 for the 2012 Partial Withdrawal and \$14,119.00 for the 2013 Partial Withdrawal and schedules of withdrawal liability payments, pursuant to Section 14.16(b) and (c)(2)-(3) of the Pension Plan Document and Section 4219(b)(1) and (c)(2)-(3) of ERISA, 29 U.S.C. § 1399(b)(1) and (c)(2)-(3). (Ex. 1).

13. Columbia Maintenance failed to pay the partial withdrawal liability payments of \$3,048.16 for the 2012 Partial Withdrawal and \$3,056.04 for the 2013 Partial Withdrawal which were due on January 15, 2019.

14. By letter dated January 30, 2019, Counsel for the Pension Plan notified Columbia Maintenance of its failure to pay the January 15, 2019 withdrawal payments, pursuant to Section 14.16(c)(5)(A) of the Pension Plan Document and Section 4219(c)(5)(A) of ERISA, 29 U.S.C. § 1399(c)(5)(A). (Ex. 2).

15. To date, Columbia Maintenance has failed to cure the delinquent January 15, 2019 withdrawal liability payment.

16. Pursuant to Section 14.16(c)(5)(A) of the Pension Plan Document, Section 4(d) of the Pension Plan Withdrawal Liability Regulations, and Sections 4219(c)(5)(A) and 502(g)(2) of ERISA, 29 U.S.C. §§ 1399(c)(5)(A) and 1132(d)(2), Christian Care is in default and, therefore, is liable to the Pension Plan for:

- a. \$129,509.00 in outstanding partial withdrawal liability;
- b. The greater of (i) double interest on the \$129,509.00 in outstanding partial withdrawal liability accruing as of January 15, 2019; or (ii) interest on the \$129,509.00 in outstanding partial withdrawal liability accruing as of January 15, 2019 plus liquidated damages in the amount of 20% of the \$129,509.00 in outstanding partial withdrawal liability; and
- c. Plaintiffs' reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for an order and judgment against Christian Care providing for:

- A. Payment of the \$129,509.00 in outstanding partial withdrawal liability owed to the Pension Plan;
- B. Payment of the greater of (i) double interest on the \$129,509.00 in outstanding partial withdrawal liability accruing as of January 15, 2019; or (ii) interest on the \$129,509.00 in outstanding partial withdrawal liability accruing as of January 15, 2019 plus liquidated damages in the amount of 20% of the \$129,509.00 in outstanding partial withdrawal liability;
- C. Payment of Plaintiffs' reasonable attorneys' fees and costs incurred in prosecuting this matter; and
- D. For such further relief as the Court deems just, equitable and appropriate.

Respectfully submitted,

SCHUCHAT, COOK & WERNER

/s/ Matthew B. Leppert

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